

018-7111/992449

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
DB STRUCTURED PRODUCTS, INC., : 07 Civ. 4119 (DCL)(KNF)
ECF case

Plaintiff, :
- against - :

LENDER LTD., : DECLARATION OF JOHN
Defendant/Third-Party Plaintiff, : SANGER IN SUPPORT OF
- against - : SUMMARY JUDGMENT
CML DIRECT, INC. d/b/a CREATIVE : DISMISSING THE THIRD-
MORTGAGE LENDING, : PARTY ACTION
:
Third-Party Defendant.
-----X

John Sanger declares:

1. I am co-chief executive officer of third-party defendant CML Direct, Inc. (“CML Direct”). I make this declaration on personal knowledge.
2. CML Direct, which does business under the trade name “Creative Mortgage lending”, is a Michigan corporation having its offices at 26555 Evergreen Rd., Suite 810, Southfield, Michigan 48076. State of Michigan Corporation Division entry, Exhibit A. CML Direct has no other office location.
3. CML Direct is licensed as a mortgage banker in Michigan, and is licensed to lend in Florida, Indiana, Michigan and South Carolina. CML Direct has never been licensed to lend or do any business in any other states.

4. CML Direct is not registered, and has never applied to be registered, with the New York Department of State or the New York Department of Banking.

5. CML Direct does not lend in New York, and has never made loans in New York.

6. CML Direct does no business in New York. CML Direct has never done business in New York.

7. CML Direct has no employees in New York. CML Direct has never had employees in New York.

8. CML Direct derives no revenue from business done with customers in New York.

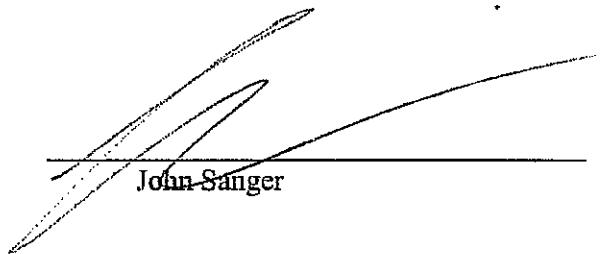
9. CML Direct does not have a New York telephone number or a New York telephone directory listing.

10. CML neither owns nor leases real or personal property in New York.

11. The agreement over which third-party plaintiff Lender Ltd. sues CML direct, the Assignment and Assumption Agreement of January 16, 2007, was negotiated and signed in Michigan. New York has no relationship whatever to that agreement, its negotiation or its execution..

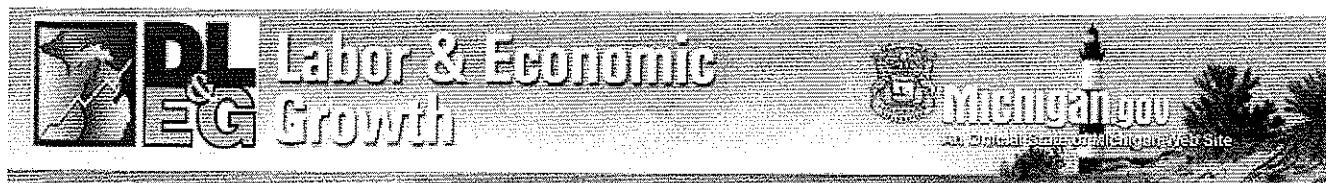
12. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 12, 2008, at Southfield, Michigan.



A handwritten signature in black ink, appearing to read "John Sanger", is written over a horizontal line. The signature is slanted and includes a small circle above the letter 'o'.

Exhibit A



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CORPORATE ENTITY DETAILS

Searched for: CMLDIRECT INC.

ID Num: 36300A

[Assumed Names](#)

Entity Name: CMLDIRECT INC.

Type of Entity: Domestic Profit Corporation

Resident Agent: JOHN M SANGER

Registered Office Address: 26555 EVERGREEN STE 810SOUTHFIELD MI 48076

Mailing Address: MI

Formed Under Act Number(s): 284-1972

Incorporation/Qualification Date: 2-10-2000

Jurisdiction of Origin: MICHIGAN

Number of Shares: 10,000

Year of Most Recent Annual Report: 07

Year of Most Recent Annual Report With Officers & Directors: 02

Status: ACTIVE Date: Present

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Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

07 CV 4119

DB STRUCTURED PRODUCTS, INC.

Plaintiff,

-against-

LENDER LTD.

Defendant.

Civ. No.

MAY 25 2007

COMPLAINT

Plaintiff DB Structured Products, Inc. ("DBSP" or "Plaintiff"), by its attorneys, Thacher Proffitt & Wood LLP, for its complaint against defendant Lender Ltd. ("Defendant") (Plaintiff and Defendant, collectively, the "Parties") alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over all claims based on diversity of citizenship pursuant to 28 U.S.C. § 1332(a). The amount in controversy exceeds \$75,000, exclusive of interest and costs.
2. Venue is proper pursuant to 28 U.S.C. § 1331(a).

THE PARTIES

3. Plaintiff DBSP is a corporation organized and existing under the laws of the State of Delaware. DBSP maintains its principal place of business at 60 Wall Street, New York, New York.

4. Upon information and belief, Defendant is a corporation organized and existing under the laws of the State of Michigan and maintains its principal place of business at 7789 E. M-36, Whitmore Lake, MI.

FACTUAL ALLEGATIONS

The Seller Loan Purchase Purchase Agreement

5. On or about March 10, 2006, DBSP and Defendant entered into a Seller Loan Purchase Agreement (the "Purchase Agreement"). A copy of the Purchase Agreement is attached hereto as Exhibit 1. Exhibit 1 is hereby incorporated herein as if fully set forth.

6. As set forth in Section 13 of the Purchase Agreement, the Parties agreed that the Purchase Agreement "shall be governed by, and construed and enforced in accordance with, the laws of the State of New York in effect at the time of execution hereof and applicable to agreements executed and performed in New York, without giving effect to conflict of laws principles thereof."

7. As set forth in Section 13 of the Purchase Agreement, Defendant consented to DBSP bringing any action relating to the Purchase Agreement in the United States District Court for the Southern District of New York and consented to the jurisdiction of this Court.

**Defendant's Failure to Repurchase
Loans With Early Payment Defaults From DBSP**

8. Pursuant to the Purchase Agreement, Defendant from time to time offered to sell and DBSP agreed to purchase certain mortgage loans ("Mortgage Loans") in accordance with the terms of the Purchase Agreement and the Deutsche Bank Correspondent Lending Seller Guide (the "Seller Guide").

9. Pursuant to Section 9 of the Purchase Agreement and Volume 1 of the Seller Guide, Defendant agreed to repurchase any Mortgage Loan in early payment default, as described in the Purchase Agreement and the Seller Guide.

10. Pursuant to the Purchase Agreement and the Seller Guide, DBSP may, in its sole discretion, determine that a Mortgage Loan is in early payment default and thus subject to the repurchase obligation.

11. Certain of the Mortgage Loans experienced early payment or early delinquency defaults, as described in the Seller Guide (hereinafter, such Mortgage Loans shall be collectively referred to as "Early Payment Default Loans"). Attached as Exhibit 2 is a schedule of the Early Payment Default Loans, which is hereby incorporated herein as if fully set forth.

12. Accordingly, pursuant to Section 9 of the Purchase Agreement and Volume 1 of the Seller Guide, Defendant is obligated to remit to DBSP the Repurchase Price (as defined in the Seller Guide) with respect to each Early Payment Default Loan.

13. On April 26, 2007, DBSP issued a demand to Defendant to repurchase the Early Payment Default Loans on or before May 10, 2007 (the "Demand Letter"). Attached as Exhibit 3 is a copy of the Demand Letter, which is hereby incorporated herein as if fully set forth.

14. In addition, prior to DBSP's issuance of the Demand Letter, DBSP also notified Defendant via one or more emails and/or other communications that certain Mortgage Loans, including the Early Payment Default Loans, were in early payment default status. In addition to the Demand Letter, these email notifications separately triggered Defendant's obligations to repurchase such Early Payment Default Loans, pursuant to the Purchase Agreement and the Seller Guide.

15. To date, Defendant has failed to repurchase the Early Payment Default Loans, or otherwise compensate DBSP, notwithstanding its clear contractual obligation to do so.

16. The aggregate Repurchase Price for the Early Payment Default Loans, excluding attorneys' fees and other costs and expenses, exceeds \$1.99 million.

17. DBSP has performed all of its obligations under the Purchase Agreement and the Seller Guide.

18. As a result of Defendant's failure to repurchase the Early Payment Default Loans, DBSP is required to maintain possession and maintenance of the Early Payment Default Loans, and may be exposed to any claims or losses that might be sustained by reason of ownership of each such loan. Moreover, because the Early Payment Default Loans are in default, DBSP is unable to include certain of the Early Payment Default Loans in securitizations or other packages, a specific purpose, known to Defendant, for which DBSP purchased the Early Payment Default Loans. Accordingly, DBSP's harm is not solely monetary and cannot be adequately compensated by damages.

Indemnification

19. Pursuant to Section 5 of the Purchase Agreement, Defendant agreed to indemnify, defend and forever hold harmless DBSP, from and against any and all liabilities, loss, injury or damages, judgments, claims, demands, actions or proceedings, together with all reasonable costs and expenses relating thereto (including but not limited to attorneys' fees) by whomever asserted, relating to Defendant's breach of a representation, warranty, covenant, agreement or obligation of Defendant under the Purchase Agreement.

20. Pursuant to the Seller Guide, Defendant agreed to indemnify and hold harmless DBSP from all losses, damages, penalties, fines, forfeitures, court costs and attorneys' fees, judgments, and any other costs, fees and expenses resulting from any breach of any warranty, obligation or representation under the Purchase Agreement.

21. Defendant has breached the representations and warranties in Section 9 of the Purchase Agreement and in the Seller Guide that Defendant would repurchase the Early Payment Default Loans from DBSP. As a result, Defendant owes DBSP indemnification for all liabilities,

loss, injury or damage, penalties, fines, forfeitures, judgments, damages, claims, demands, actions or proceedings, together with all reasonable costs and expenses relating thereto (including but not limited to attorneys' fees) that DBSP may sustain.

22. Pursuant to the Purchase Agreement and the Seller Guide, Defendant agreed that it will indemnify DBSP and hold it harmless against all court costs, attorneys' fees and any other costs, fees and expenses incurred by DBSP in enforcing the Purchase Agreement.

23. Defendant's indemnification obligations survive the Purchase Date, the termination of the Purchase Agreement and the disqualification or suspension of Defendant.

24. Defendant's indemnification obligations expressly include the legal fees and related costs and any other costs, fees and expenses DBSP may sustain in connection with Defendant's failure to observe and perform its obligation to repurchase the Early Payment Default Loans, including but not limited to, the attorneys' fees and other expenses incurred by DBSP in this action.

FIRST CLAIM FOR RELIEF
(Breach of Contract - Purchase Agreement)

25. Plaintiff DBSP realleges paragraphs 1 through 24 of this complaint as if fully set forth herein.

26. Under the Purchase Agreement and the Seller Guide, Defendant agreed to repurchase the Early Payment Default Loans from DBSP.

27. DBSP has demanded that Defendant repurchase the Early Payment Default Loans.

28. Defendant has refused and failed to repurchase the Early Payment Default Loans.

29. As a direct, proximate and actual result of Defendant's breach of its obligation to repurchase the Early Payment Default Loans, DBSP has suffered damages in an amount to be determined at trial, but which is not less than \$1.99 million as of April 19, 2007, plus interest.

SECOND CLAIM FOR RELIEF
(Unjust Enrichment)

30. Plaintiff DBSP realleges paragraphs 1 through 29 of this complaint as if fully set forth herein.

31. In consideration of the sale of the Early Payment Default Loans by Defendant to DBSP, Defendant received payment from DBSP.

32. Defendant has wrongfully refused to repurchase the Early Payment Default Loans, causing DBSP to lose the use of those moneys due and owing, and requiring DBSP to incur attorneys' fees to recover these costs due under the Purchase Agreement and the Seller Guide. It would be unjust and inequitable to allow Defendant to benefit in this manner.

33. By reason of the foregoing, Defendant has been unjustly enriched at the expense of DBSP, and DBSP has suffered damages in an amount to be established at trial.

THIRD CLAIM FOR RELIEF
(Indemnification for Legal Fees And Related Costs)

34. Plaintiff DBSP realleges paragraphs 1 through 33 of this complaint as if fully set forth herein.

35. Pursuant to Section 5 of the Purchase Agreement and the indemnification provisions in the Seller Guide, Defendant agreed to indemnify DBSP for any and all claims, losses, damages, penalties, fines, forfeitures, legal fees and related costs, judgments, and any other costs, fees and expenses that DBSP may sustain that are in any way related to Defendant's breach of Defendant's representations, warranties, covenants, agreements or obligations under the Purchase Agreement and the Seller Guide.

36. Defendant has breached its representations and warranties and failed to observe its obligations, causing DBSP to suffer the damages for which Defendant owes indemnity.

37. Defendant is therefore liable to DBSP for all of DBSP's legal fees and related costs, and all other costs, fees and expenses that DBSP has incurred, is incurring and will incur in connection with Defendant's failure to observe and perform its obligations to repurchase the Early Payment Default Loans.

FOURTH CLAIM FOR RELIEF
(Specific Performance)

38. Plaintiff DBSP realleges paragraphs 1 through 37 of this complaint as if fully set forth herein.

39. The Purchase Agreement is a valid, enforceable contract between Defendant and DBSP.

40. Under the terms of the Purchase Agreement, DBSP and Defendant made several valid and enforceable mutual agreements.

41. DBSP substantially performed its obligations under the Purchase Agreement by, *inter alia*, purchasing Mortgage Loans from Defendant pursuant to the terms and provisions of the Purchase Agreement and the Seller Guide.

42. DBSP is willing and able to perform its obligations under the Purchase Agreement by, including, but not limited to, delivering repurchased loans to Defendant.

43. Upon information and belief, Defendant is able to continue to perform under the Purchase Agreement by, including but not limited to, repurchasing the Early Payment Default Loans.

44. DBSP has suffered harm resulting from Defendant's refusal to repurchase the Early Payment Default Loans for which there is no adequate remedy at law.

45. DBSP has demanded, and is entitled to, specific performance of Defendant's repurchase obligations under the Purchase Agreement.

46. As a result of the foregoing breaches, pursuant to the Purchase Agreement, Defendant is obligated to pay DBSP an amount to be determined at trial, but which is not less than \$1.99 million as of April 19, 2007, plus interest.

PRAYER FOR RELIEF

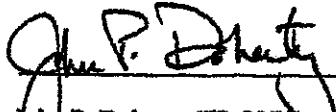
WHEREFORE, plaintiff DBSP respectfully requests judgment against Defendant awarding DBSP:

- A. Damages in an amount to be determined at trial but not less than \$1.99 million;
- B. Specific performance of the Purchase Agreement;
- C. Attorneys' fees and related costs, and all other costs, fees and expenses that DBSP has incurred, is incurring and will incur in this action in connection with Defendant's failure to observe and perform its obligations under the Purchase Agreement and Seller Guide; and
- D. Such other and further relief as the Court may deem just and proper.

Dated: New York, New York
May 25, 2007

THACHER PROFFITT & WOOD LLP

By:



John P. Doherty (JD-3275)
Richard F. Hans (RH-0110)
Kerry Ford Cunningham (KF-1825)
Brendan E. Zahner (BZ-8645)
Two World Financial Center
New York, New York 10281
(212) 912-7400

Attorneys for DB Structured Products, Inc.

Exhibit C

Mark S. Kaufman (MK 2006)
KAUFMAN & KAHN, LLP
747 Third Avenue, 32nd Floor
New York, NY 10017
(212) 293-5556

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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| | | |
|-------------------------------|---|------------------------------|
| DB STRUCTURED PRODUCTS, INC., | : | |
| Plaintiff, | : | Case No. 07 Civ. 4119 (DLC) |
| -- against -- | : | <u>AMENDED ANSWER</u> |
| LENDER LTD., | : | |
| Defendant. | : | |

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Defendant Lender Ltd., by and through its attorneys Kaufman & Kahn, LLP, as and for its Answer to the Complaint, states as follows:

1. Declines to respond to Paragraph 1 of the Complaint, as it alleges legal conclusions to which no response is required.
2. Declines to respond to Paragraph 2 of the Complaint, as it alleges legal conclusions to which no response is required.
3. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 3 of the Complaint.
4. Admits the allegations set forth in Paragraph 4 of the Complaint.
5. Admits the allegations set forth in Paragraph 5 of the Complaint.

6. Neither admits nor denies the allegations set forth in Paragraph 6 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

7. Neither admits nor denies the allegations set forth in Paragraph 7 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

8. Denies the allegations set forth in Paragraph 8 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

9. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 9 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

10. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 10 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

11. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 11 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

12. Denies each and every allegation set forth in Paragraph 12 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

13. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 13 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

14. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 14 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

15. Denies each and every allegation set forth in Paragraph 15 of the Complaint, except admits that it has not repurchased any of the loans that apparently are the subject of the Complaint.

16. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 16 of the Complaint.

17. Denies each and every allegation set forth in Paragraph 17 of the Complaint.

18. Denies each and every allegation set forth in Paragraph 18 of the Complaint, except denies having knowledge or information sufficient to admit or deny the allegations regarding DBSP's maintenance requirements or securitization abilities.

19. Neither admits nor denies the allegations set forth in Paragraph 19 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

20. Neither admits nor denies the allegations set forth in Paragraph 20 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

21. Denies each and every allegation set forth in Paragraph 21 of the Complaint.

22. Neither admits nor denies the allegations set forth in Paragraph 22 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

23. Denies each and every allegation set forth in Paragraph 23 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

24. Denies each and every allegation set forth in Paragraph 24 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

25. Repeats and realleges paragraphs 1 through 24 of this Answer as if fully set forth herein.

26. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 26 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

27. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 27 of the Complaint.

28. Denies each and every allegation set forth in Paragraph 28 of the Complaint, except admits that it has not repurchased any of the loans that apparently are the subject of the Complaint.

29. Denies each and every allegation set forth in Paragraph 29 of the Complaint.

30. Repeats and realleges paragraphs 1 through 29 of this Answer as if fully set forth herein.

31. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 31 of the Complaint.

32. Denies each and every allegation set forth in Paragraph 32 of the Complaint.

33. Denies each and every allegation set forth in Paragraph 33 of the Complaint.

34. Repeats and realleges paragraphs 1 through 33 of this Answer as if fully set forth herein.

35. Denies each and every allegation set forth in Paragraph 35 of the Complaint, and refers the Court to the terms of the document referenced therein, to ascertain their meaning.

36. Denies each and every allegation set forth in Paragraph 36 of the Complaint.

37. Denies each and every allegation set forth in Paragraph 37 of the Complaint.

38. Repeats and realleges paragraphs 1 through 37 of this Answer as if fully set forth herein.
39. Declines to respond to Paragraph 39 of the Complaint, as it alleges legal conclusions to which no response is required.
40. Declines to respond to Paragraph 40 of the Complaint, as it alleges legal conclusions to which no response is required.
41. Denies each and every allegation set forth in Paragraph 41 of the Complaint.
42. Denies having knowledge or information sufficient to admit or deny the allegations set forth in Paragraph 42 of the Complaint.
43. Denies each and every allegation set forth in Paragraph 43 of the Complaint.
44. Denies each and every allegation set forth in Paragraph 44 of the Complaint.
45. Denies each and every allegation set forth in Paragraph 45 of the Complaint.
46. Denies each and every allegation set forth in Paragraph 46 of the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE
(Failure to State a Claim)

47. The Complaint fails to state a claim upon which relief may be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE
(Breach of Contract)

48. Plaintiff DB Structured Products, Inc. (“DBSP”) failed to comply with its material obligations pursuant to any agreement DBSP had with Lender.
49. As a result of DBSP’s breach of contract, Lender is not obligated to repurchase the Loans.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE
(Election of Remedies)**

50. Upon information and belief, or its representatives have commenced foreclosure proceedings in connection with some or all of the loans that apparently are the subject of the Complaint (each, a "Loan").

51. Such conduct constitutes an election of remedies with respect to each of such Loans.

52. As a result of the foregoing, DBSP is barred from compelling defendant Lender Ltd. ("Lender") to repurchase any of such Loans.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE
(Estoppe)**

53. The foreclosure proceedings commenced by DBSP may impede Lender from enforcing the Loans.

54. DBSP's conduct has prejudiced Lender's ability to enforce the Loans, so that it would be inequitable to compel Lender to repurchase the Loans.

55. DBSP is estopped from recovery against Lender due to its own conduct and actions, including, but not limited to, conduct in violation of the covenant of good faith and fair dealing.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE
(Laches)**

56. The claims arising out of the subject matter, transactions and occurrences alleged in the Complaint are barred by the doctrine of laches.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE
(Unclean Hands)**

57. DBSP's claims are barred pursuant to the doctrine of "unclean hands."

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE
(Waiver)**

58. By its own conduct and actions, DBSP has waived its right to any recovery against Lender.

**AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE
(Assignment and Assumption / Indemnification)**

59. To the extent that any sums may be adjudged against Lender Ltd. in favor of plaintiff DBSP, liability therefor is the sole responsibility of CML Direct, Inc., d/b/a Creative Mortgage Lending, John Sanger, and Blaise Dietz, jointly and severally.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE
(Subject to Amendment)**

60. Lender hereby gives notice that it intends to rely upon such other and further defenses as may become available or apparent during the discovery proceedings in the action and hereby reserves the right to amend its Answer and to assert any such further defense or claim by appropriate motion.

WHEREFORE, defendant Lender Ltd. respectfully requests that the Complaint be dismissed in its entirety with prejudice, and that Lender Ltd. be awarded the costs, disbursements and reasonable attorney's fees incurred in connection with defending against this action, and such other and further relief as deemed appropriate by the Court.

Dated: New York, New York
August 9, 2007

KAUFMAN & KAHN, LLP
Attorneys for Defendant

BY: /Mark S. Kaufman/
Mark S. Kaufman (MK 2006)
747 Third Avenue, 32nd Floor
New York, NY 10017
(212) 293-5556

Mark S. Kaufman (MK 2006)
KAUFMAN & KAHN, LLP
747 Third Avenue, 32nd Floor
New York, NY 10017
(212) 293-5556

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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| | | |
|---|---|--|
| DB STRUCTURED PRODUCTS, INC., | : | Case No. 07 Civ. 4119 (DC) |
| Plaintiff, | : | THIRD PARTY COMPLAINT <u>(Jury Trial Demanded)</u> |
| -- against -- | : | |
| LENDER LTD., | : | |
| Defendant/Third-Party Plaintiff, | : | |
| -- against -- | : | |
| CML DIRECT, INC., d/b/a CREATIVE MORTGAGE LENDING, | : | |
| Third-Party Defendant. | : | |
| | : | |
| | X | |

Defendant/Third-Party Plaintiff Lender Ltd., by and through its attorneys Kaufman & Kahn, LLP, as and for its Third Party Complaint, pursuant to Fed. R. Civ. Pro. Rule 14(a), states as follows:

1. Plaintiff DB Structured Products, Inc. ("DBSP") has filed against defendant Lender Ltd. a Summons and Complaint. (A copy of DBSP's Summons and Complaint, with exhibits, is annexed and made Exhibit "A" hereto.)

2/1
eaf/v

JURISDICTION AND VENUE

Def & (refr)

2. Supplemental jurisdiction of the court is invoked pursuant to 28 U.S.C.A. §1337(a).
3. Venue is proper in this District pursuant to 28 U.S.C.A. § 1331(b).

PARTIES

DWY
Michigan with its principal place of business located at 7789 East M-36, Whitmore Lake, Michigan.

A
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Upon information and belief, Third-Party Defendant CML Direct, Inc., d/b/a Creative Mortgage Lending ("Creative Mortgage"), is a corporation formed under the laws of Michigan with its principal place of business located at 26555 Evergreen Rd., Suite 810, Southfield, Michigan 48076.

FACTS

DWY
D, but
Agree
refr
Lender is in the business of mortgage lending.
Pursuant to an agreement dated January 13, 2006 (the "IOC Agreement"), Creative Mortgage became an Independent Operating Center ("IOC") or branch of Lender.

D
Creative Mortgage originated the loans that were purchased by DBSP and are the subject of the Complaint (the "DBSP Loans").

D
Creative Mortgage negotiated the agreement with DBSB without the procedures, review or authorization of Lender.

D
The IOC Agreement was terminated in June 2006.
Lender and Creative Mortgage, by Sanger, its co-President, entered into an agreement dated January 16, 2007 (the "Assignment and Assumption"). (A copy of the Assignment and Assumption is annexed and made Exhibit "B" hereto.)

which agreement?

12. The Assignment and Assumption provides as follows:

D + JMB
CML Direct Inc. hereby assumes and agrees to discharge all of Lender, Ltd.'s duties and obligations under such Agreements, effective with the date of this Assignment and Assumption and agrees to hold Lender, Ltd. harmless from any economic loss or performance obligation under such Agreements and after the date of this Agreement.

DW
See Ex. B.

DW
13. Upon information and belief, based on email correspondence from DBSP in connection with DBSP's demanding repurchase of the DBSP Loans, the DBSP Loans consist of loans made to the following borrowers: Maradith Raymond (two loans); Melissa Wells (two loans); Malik Salaam (two loans); Robert Corsi; and Joseph Miller. (A copy of an email dated April 16, 2007, from Jimmy Yan of Deutsche Bank Securities, Inc. is annexed and made Exhibit "C" hereto.)

DW
14. A schedule of loans that are the subject of the Assignment and Assumption is annexed thereto, and the DBSP Loans are specifically set forth on the schedule. (A copy of excerpts from the schedule, marked to indicate the DBSP Loans, is annexed and made Exhibit "D" hereto.)

DW
15. Creative Mortgage confirmed the execution of the Assignment and Assumption in a series of emails dated January 11, 2007 through January 16, 2007, between Greg Drury, Assistant Vice President of Lender, and Jonathan Tomlanovich, an employee of Creative Mortgage. (A copy of the emails are annexed and made Exhibit "E" hereto.)

DW
16. The "Seller Loan Purchase Agreement" dated March 10, 2006, between DBSP and Lender provides as follows: "Any suit, action, or proceeding against Seller [Lender] with respect to this Agreement may be brought in a court of competent jurisdiction in the County of New York, New York or in the United States District Court for the Southern District of New York." See Ex. 1 to

Complaint (Ex. A hereto).

D
17. By virtue of executing the Assignment and Assumption, defendants agreed, *inter alia*, to subject themselves to the jurisdiction of the United States District Court for the Southern District of New York in connection with claims arising out of the DBSP Loans.

D
18. Based on the foregoing, to the extent Lender allegedly has any liability to DBSP, Creative Mortgage is liable entirely therefor.

WHEREFORE, Defendant/Third-Party Plaintiff Lender Ltd. demands judgment against Third-Party Defendant CML Direct, Inc., d/b/a Creative Mortgage Lending, for all sums that may be adjudged against Lender Ltd. in favor of plaintiff D.B. Structured Products, Inc.

Dated: New York, New York
August 20, 2007

KAUFMAN & KAHN, LLP

/Mark S. Kaufman/

Mark S. Kaufman (MK 2006)
Attorneys for Defendant/Third-Party Plaintiff.
Lender Ltd.
747 Third Avenue, 32nd Floor
New York, NY 10017
Tel.: (212) 293-5556
Email: kaufman@kaufmankahn.com

ASSIGNMENT AND ASSUMPTION

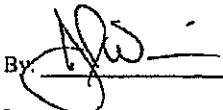
Lender Ltd. hereby assigns to CML Direct Inc. all of its rights in and to the Agreements listed on Exhibit A to this Assignment and Assumption.

CML Direct Inc. hereby assumes and agrees to discharge all of Lender, Ltd.'s duties and obligations under such Agreements, effective with the date of this Assignment and Assumption and agrees to hold Lender, Ltd. harmless from any economic loss or performance obligation under such Agreements from and after the date of this Agreement.

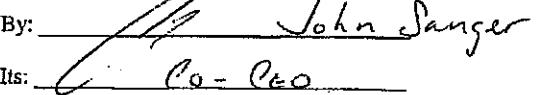
The parties hereby direct and authorize all of the counterparties to the Agreements to deal with CML Direct Inc. as a party to the Agreements in place of Lender Ltd.

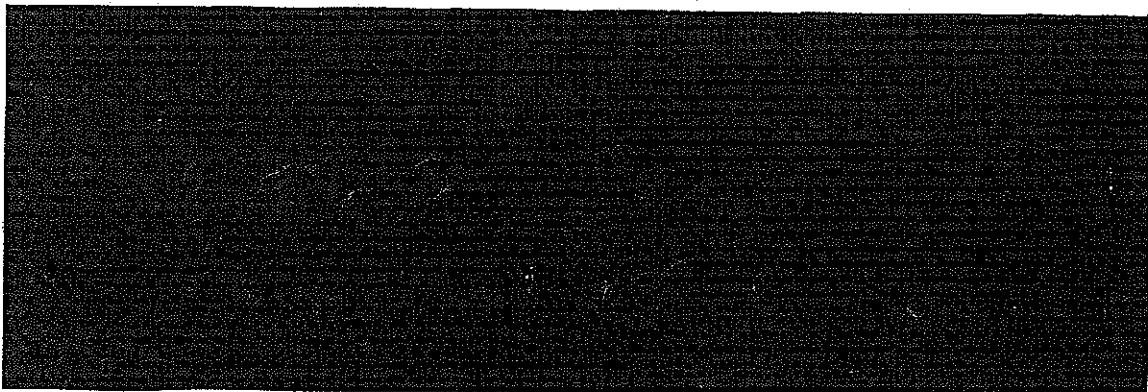
Dated: 1/16, 2007

LENDER LTD.

By: 
Its: _____

CMLDIRECT INC.

By: 
Its: John Sanger
Co - CEO



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CHU, CREDIT LOAN FINANCIAL

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481

Approved Broker List

| Company Name | Credit Analyst | States Approved | Fax # | Phone # | Address | Contact |
|---|-----------------------|--------------------|--------------|--|---------------------|---------|
| 1st Liberty Home Loans | Jim Blair | FL | 952-224-1199 | 10400 Vicking Dr. #550, Eden Prairie, MN 55347 | Robert Marchai | |
| APast Mortgage LLC | Patti Malone | FL | 321-206-0892 | 1717 Chishbury Ct., Orlando, FL 32827 | Ivan Lopez | |
| A.C. Financial LLC | Nikle Tomianovich | MI | 248-688-1265 | 248-658-1322 | Marc Chiappelli | |
| AAI Mortgage, Inc. | Jennifer Walling | AK | 907-314-0887 | 607-31-0566 | Michael Warwick Jr. | |
| ABS Financial Inc dba Greater Ohio Mortgage | Mike Tomianovich | OH | 740-453-4652 | 516 2nd Ave, Suite 228, Fairbanks, AK 99701 | Jerry Miller | |
| Academy Mortgage Loans | Jim Blair | CO | 719-895-4441 | 1136 Maple Ave, Zanesville, OH 43701 | Jeffery Steffens | |
| Admiral Financial Home Loans, Inc. dba of First Magnus Financial Corporation (One Mike Tomianovich) | Mike Tomianovich | MI | 616-464-1341 | 411 S. Cascade Ave., #100, Colorado Springs, CO 80901 | Watavine Sweetard | |
| Admiral Financial Home Loans, Inc. dba of First Magnus Financial Corporation (One Mike Tomianovich) | Mike Tomianovich | MI | 520-618-9000 | 603 N. Wilmont Rd., Tucson, AZ 85711 | Sarah Martinis | |
| Advantage Home Loans, LLC | Mike Tomianovich | MI | 248-887-1917 | 248-887-1919 | Scott Oldfield | |
| AFI Financial Inc. | Mike Tomianovich | MI | 313-730-5700 | 313-730-5719 | John De Randisco | |
| AI Capital Mortgage, Inc. | Mike Tomianovich | MI | 616-554-7450 | 616-554-7410 | Jeffry Baum | |
| All Capital Mortgage Funding, Inc. | Steve Rubin | FL | 305-675-8214 | 305-362-3232 | Betty Diaz | |
| All-Florida Mortgage Centers, Inc. | Mike Tomianovich | MI | 407-367-0399 | 407-240-5000 | Jeffrey Pardue | |
| Alliant Mortgage, Inc. (main office, Grand Rapids) | Mike Tomianovich | MI | 616-447-8536 | 616-447-8556 | Christine Mitchell | |
| Allied Home Mortgage Capital Corp. | Jim Blair | MI | 248-661-9194 | 248-661-8234 | Lorraine Saenger | |
| Allied Home Mortgage of Central Florida, Inc. | Mike T. Jim Blair | MI, FL, OH, AK, CO | 713-684-0788 | 713-353-0461 | Christopher Lopez | |
| American Financial Corp. | Mike Tomianovich | FL | 386-514-7205 | 8101 Pinemont Dr., Houston, TX 77092 | William Ashton | |
| Amersource Mortgage LLC | Jim Blair/Jeff Becker | MI, FL | 269-324-4676 | 269-324-4240 | Melissa Maclie | |
| Amherstone Home Mortgage LLC | Mike Tomianovich | MI | 595-716-7412 | 586-716-7440 | David Kaner | |
| Amid Home Mortgage, Inc. (West Bloomfield) | Bob Howard | AK | 807-336-5482 | 907-677-6365 | Donald Held | |
| Apex Branch, Inc. | Jim Blair | FL | 407-418-2213 | 407-308-0511 | Alex Valle | |
| Apex Financial Group dba AAPEX Mortgage | Tim Schaefer | MI, FL, OH, CO, AK | 407-557-3287 | 813-684-1111 | Jessica Slimas | |
| Apex Mortgage Services, LLC | Mike Tomianovich | CO | 814-339-8780 | 814-339-2739 | Travis Cline | |
| A-Plus Mortgage, LLC | Mike Tomianovich | MI | 970-352-3302 | 1020 9th Street, 1st Floor, Greeley, CO 80631 | Alien Seltmar | |
| ARC Lending, LLC | Jim Blair | MI | 810-813-2902 | 810-603-2272 | Debra DiPillo | |
| ARCS Funding Group | Patry Malone | FL | 407-280-2069 | 407-260-1009 | Alan Seidin | |
| ASAP Mortgage and Investments, Inc. | Jim Blair | FL | 772-325-0195 | 561-388-2881 | Christine Lansing | |
| Avalon Home Mortgage of Central Florida | Steve Rubin | FL | 352-394-0918 | 352-241-8628 | Margie Donelson | |
| B & T Mortgagage, LLC | Mike Tomianovich | MI | 631-386-8679 | 631-386-5006 | Donald Lightman | |
| Banc Plus Home Mortgaga Center, Inc. | Jim Blair | FL | 954-380-8800 | 2141 Deer Park Ave., Deer Park, NY 11728 | Barbara Tamburo | |
| Baypoint Financial Services, Inc. | Mike T. Jim Blair | MI | 239-387-9211 | 14514 E. Eighth Mile Rd., Detroit, MI 48205 | Walter Brummond | |
| Benchmark Mortgage LLC | Jim Blair | CO | 303-485-9760 | 303-330-3000 | Vince Caporale | |
| Best Buy Mortgage Services, Inc. | Mike Tomianovich | FL | 727-277-7223 | 277-798-7211 | Nicole Scriggs | |
| Blackhorse Mortgage Corp. | Mike Tomianovich | FL, IN | 502-412-1177 | 10333 Lin Station Rd., Louisville, KY 40223 | Jody Meier | |
| Bloomfield Birmingham Mortgage Co. | Jim Blair | MI, FL | 248-203-7732 | 248-203-7726 | Leonard Verlinden | |
| Brelin Home Mortgage | Mike T. Jim Blair | MI, FL | 517-324-3553 | 1504 E. Grand River, East Lansing, MI 48823 | Cliff Clarke | |
| Brelin Home Mortgage | Mike Tomianovich | MI, FL | 248-355-1401 | 248-355-1400 | Richard Sardello | |
| House Account | MI, FL | | | | Tanya Hoover | |
| Bridge Financial Services, Inc. | Mike Tomianovich | MI | 517-505-6000 | 517-851-4443 | Ron Cassile | |
| Brookview Mortgage LLC | Mike Tomianovich | MI | 506-493-8127 | 506-493-1927 | Cyndie Hernandez | |
| C & R Mortgage, Inc. | Mike Tomianovich | FL | 938-470-0729 | 834-588-8873 | Jeffery Steffens | |
| Capital Finance Group | Mike Tomianovich | FL | 386-986-3099 | 306-986-3000 | Sarah Martinis | |
| Cascade Home Mortgage | Mike Tomianovich | MI | 231-737-8094 | 231-739-5000 | Darin Canetti | |
| Casper & Associates, Inc. | Ron Respondek | MI | 231-275-1900 | 231-275-2094 | David Christensen | |
| CCM Mortgage LLC | Steve Rubin | FL | 941-637-9190 | 1562 San Marino Ct., Punta Gorda, FL 33950 | | |
| Charter Funding dba of First Magnus Financial Corporation (Oran Mike Tomianovich) | Mike Tomianovich | MI, FL, IN | 616-464-1341 | 2305 East Paris Ave., Ste. Suite 201, Grand Rapids, MI 49503 | | |
| Chase Capital Mortgage and Investment LLC | Mike Tomianovich | FL | 407-320-0898 | 185 Waypoint Cl., Suite 101, Lake Mary, FL 32746 | | |
| Christensen Financial, Inc. | Ben Griffin | FL, CO | 407-865-0283 | 284 SR 434 West, Longwood, FL 32779 | | |

Approved Broker List

| Company Name | Credit Analyst | States Approved | Fax # | Phone # | Address | Contact |
|--|-----------------------|--------------------|--------------|---|---|---------------|
| 1st Liberty Home Loans | Jim Blair | FL | 952-224-1199 | 10400 Vicking Dr. #550, Eden Prairie, MN 55347 | Robert Marchini | |
| A Fast Mortgage LLC | Patti Malone | FL | 321-255-0682 | 221-206-3491 | Juan Lopez | |
| A.C. Financial LLC | Mike Tomianovich | MI | 248-698-1265 | 248-698-1322 | Marc Chippolini | |
| AAA Mortgage, Inc. | Jennifer Walling | AK | 907-374-0887 | 907-374-0556 | Michael Wanick Jr. | |
| ABS Financial Inc dba Greater Ohio Mortgage | Nike Tomianovich | OH | 740-453-4669 | 516 2nd Ave, Suite 233, Fairbanks, AK 99701 | Jerry Miller | |
| Academy Mortgage Loans | Jim Blair | CO | 719-895-4441 | 1136 Maple Ave, Zanesville, OH 43701 | Sarah Martins | |
| Admiral Financial Home Loans, the dba of First Admire Financial Corporation (main) | Mike Tomianovich | MI | 616-694-1341 | 411 S. Cascade Springs, CO 80501 | Jeffery Steffens | |
| Admiral Financial Home Loans, the dba of First Admire Financial Corporation (main) | Mike Tomianovich | MI | 248-887-1917 | 2305 East Paris Ave, SE, Suite 100, Grand Rapids, MI 49512 | Sarah Martins | |
| Advantage Home Loans, LLC | Mike Tomianovich | MI | 313-730-5080 | 603 N. Wilkinson Rd., Tucson, AZ 85711 | Scott Oldfield | |
| AFF Financial Inc. | Mike Tomianovich | MI | 313-730-5119 | 23400 Michigan Ave., #1202, Dearborn, MI 48124 | John De Francisco | |
| AIM Financial, Inc. | Mike Tomianovich | MI | 616-554-7450 | 4635 44th St SE # C-201, Grand Rapids, MI 49512 | Betty Diaz | |
| All Capital Mortgage Funding, Inc. | Steve Rubin | FL | 305-675-8214 | 2350 West 84th Street, Suite 16, Hialeah, FL 33016 | Jeffrey Purdie | |
| All Florida Mortgage Centers, Inc. | Mike Tomianovich | MI | 407-357-0199 | 520-618-8000 | Christine Mitchell | |
| Alliant Mortgage, Inc. (main office, Grand Rapids) | Mike Tomianovich | MI | 616-447-8538 | 5344 Plainfield Ave NE, Grand Rapids, MI 49525 | Lagardine Saenger | |
| Alliant Mortgage, Inc. (West Bloomfield) | Jim Blair | MI | 248-661-8194 | 7043 Timbertview Trl, West Bloomfield, MI 48322 | Christopher Lopez | |
| Allied Home Mortgage, Capital Corp | Mike T / Jim Blair | MI, FL, OH, AK, CO | 713-684-0786 | 713-353-0461 | William Ashton | |
| American Home Mortgage of Central Florida, Inc. | Mike Tomianovich | FL | 386-574-7285 | 686-960-0051 | Melissa Meade | |
| Amerifirst Financial Corp. | Jim Blair/Deff Becker | MI, FL | 260-324-4676 | 269-324-4240 | David Kana | |
| Amersuisse Mortgage LLC | Mike Tomianovich | MI | 588-716-7442 | 361-34 Green St., New Baltimore, MI 48147 | Donald Held | |
| Anchorage Home Mortgage LLC | Deb Howard | AK | 607-346-5446 | 7043 Fairbank St., # 100, Anchorage, AK 99503 | Alan Saldin | |
| Apex Branch, Inc. | Jim Blair | FL | 407-418-2213 | 407-308-0571 | Alex Valle | |
| Apex Home Mortgage Group dba AAPEX Mortgage | Tim Schefer | MI, FL, OH, CO, AK | 407-557-3247 | 813-684-1111 | Jessica Simes | |
| Apex Mortgage Services, LLC | Mike Tomianovich | CO | 614-839-8700 | 1795 Havenhill Dr., Deltona, FL 32725 | Maggie Donelson | |
| A-Plus Mortgage, LLC | Jim Blair | MI | 970-352-9382 | 1020 9th Street, Pontiac, MI 48024 | Travis Cline | |
| ARC Lending LLC | Party Malone | FL | 810-603-2902 | 970-352-3360 | Allen Selmer | |
| ARS Funding Group | Jim Blair | FL | 407-260-2099 | 1020 Anchorage, FL 32707 | Debra Diplo | |
| ASAP Mortgage and Investments Inc. | Mike Tomianovich | FL | 352-325-0195 | 300 Wilshire Blvd, Suite 238, Casselberry, FL 32707 | Barbara Tamburo | |
| Avantair Home Mortgage of Central Florida | Jim Blair | FL | 352-324-0118 | 1215 W. Bloomingdale Ave., Brandon, FL 33511 | Howard Vemick | |
| B & T Mortgage, LLC | Mike Tomianovich | MI | 631-362-9382 | 1020 9th Street, Columbus, OH 43206 | Donald Reynolds | |
| Benc Plus Home Mortgage Center, Inc. | Jim Blair | FL | 954-568-2787 | 1020 9th Street, Ft. Lauderdale, FL 33301 | Vince Capodale | |
| Baypoint Financial Services, Inc. | Mike T / Jim Blair | MI | 239-987-9211 | 1209 East Oakland Park Blvd., Ft. Lauderdale, FL 33301 | Tanya Hoover | |
| Benchmark Mortgage LLC | Jim Blair | CO | 303-485-9700 | 3403 Hancock Bridge Parkway, Suite 2, N. Fort Myers, FL 33411 | Kevin M. Robbins | |
| Best Buy Mortgage Services, Inc. | Steve Rubin | FL | 631-362-9679 | 4120 Terry St., Longmont, CO 80501 | Wade Whaley | |
| Blackhorse Mortgage Corp. | Mike Tomianovich | FL, IN | 313-642-4405 | 4141 Deer Park Ave., Deer Park, NY 11729 | Donald Littleman | |
| Bloomfield Birmingham Mortgage Co. | Jim Blair | MI | 954-568-2787 | 1020 9th Street, KY 40223 | Mac Horn | |
| Brelin Home Mortgage | Mike T / Jim Blair | MI | 517-324-3533 | 248-263-7726 | Walter Drummond | |
| Brelin Home Mortgage | Mike Tomianovich | MI, FL | 248-335-1401 | 1564 E. Grand River, East Lansing, MI 48823 | Vince Capodale | |
| Bridge Financial Services | House Account | MI, FL | 303-702-0350 | 24725 W. 12 Mile Rd., Suite 302, Southfield, MI 48034 | Nicole Strungas | |
| Bridgeview Mortgage LLC | Mike Tomianovich | MI | 517-905-8000 | 810-355-8346 | Scott Williamson | |
| C & R Mortgage, Inc. | Mike Tomianovich | MI | 588-483-9127 | 517-851-4543 | Judy Meier | |
| Capital Finance Group | Mike Tomianovich | FL | 695-910-0728 | 10333 Linn Station Rd., Louisville, KY 40223 | Leonard Verdinian | |
| Cascade Home Mortgage | Blaise Dietz | MI | 386-986-3899 | 21888 Denlon, Suite B, Clinton Twp., MI 48036 | Cliff Clarke | |
| Casta & Associates, Inc. | Ron Respondak | MI | 231-737-9034 | 31 Clement Ct., Palm Coast, FL 32137 | Richard Sacdito | |
| CC Mortgage LLC | Steve Rubin | FL | 941-637-9190 | 10184 Harmony Dr., Interlochen, MI 49643 | Ron Cassie | |
| Charter Funding the dba of First Magnus Financial Corporation (main) | Mike Tomianovich | MI, FL, IN | 616-464-1341 | 1562 San Marino Ct., Punta Gorda, FL 33950 | Cyberle Hernandez | |
| Capital Finance Group | Mike Tomianovich | MI, FL, IN | 407-350-0898 | 2305 East Paris Ave, SE, Suite 201, Grand Rapids, MI 49506 | Jeffrey Steffens | |
| Chase Capital Mortgage and Investment LLC | Ben Griffin | FL, CO | 407-369-0293 | 603 N. Wilkinson Rd., Tucson, AZ 85711 | Sarah Martins | |
| Christensen Financial, Inc. | | | | 407-320-0898 | 185 Waymont Ct., Suite 101, Lake Mary, FL 32746 | Darin Canetti |
| | | | | 2484 SR 434 West, Longwood, FL 32779 | David Christensen | |

| | | | | | | |
|---|------------------|----------------------|--------------|---|---|--------------------------------|
| Clysppectrum Mortgage | Ron Respondak | [FL] | 306-233-4162 | 305-233-4445 | 12900 SW 133 Court, Miami, FL 33186 | Karla Angelina |
| Classic Home Mortgage Corp. | Jeff Becker | [MI] | 586-726-8653 | 606-726-8478 | 41702 Van Dyke, Shelby Twp., MI 48317 | Paul Shkreli |
| Classic Mortgage Solutions LLC | Jim Blair | [MI] | 248-298-2503 | 248-298-2500 | 22720 Woodward Ave., Suite 210, Farmdale, MI 48220 | Kelly Faurell/Defiance Farnell |
| Cleanview Mortgage Lending LLC | Tim Scheiter | [FL] | 813-300-4443 | 10410 Sostini Eagle Dr., Riverfront, FL 33569 | Leo Fussell | |
| CS Lending Concepts | Mike Tomianovich | [MI] | 886-645-0295 | 586-558-9561 | 28131 Newton, Warren, MI 48088 | Laura Condratstalo |
| CMi Group the dba of Clayton Mortgage, Inc. | Steve Rubin | [IN] | 317-926-0652 | 317-926-0882 | 12728 White Rock Ct., Indianapolis, IN 46238 | Sharon Fuiz |
| CMi Mortgage Company the dba of Billins & Hall Inc. | Mike Tomianovich | [MI] | 810-587-4003 | 810-987-3171 | 400 Huron Ave., Port Huron, MI 48060 | Jeff Billins |
| Geast Capital Mortgage Group, Inc. | Jeff Becker | [FL] | 941-796-0847 | 941-792-1767 | 8524 10th Ave NW, Bradenton, FL 34209 | Hope Kerkof |
| Comm. First Bank of Howard Co. | Jim Blair | [IN] | 765-236-1873 | 755-456-4203 | 201 W. Suzanne, Kokomo, IN 46901 | Lorraine Robinson |
| Congress Financial Services LLC | Mike Tomianovich | [MI] | 734-513-2083 | 724-513-2223 | 31300 Plymouth Rd., Livonia, MI 48150 | Steven J. Cervin |
| Complete Employment Services Inc. dba Complete Mortgage Services of N.J. | Jeff Becker | [MI] | 248-969-8448 | 248-969-3034 | 148 S. Washington St., Oxford, MI 48371 | Deneise Heidisch |
| Confidential Plus Mortgages, Inc. | Steve Rubin | [FL] | 863-491-8399 | 863-491-9300 | 606 East Oak St., Arcadia, FL 34266 | Francoisco Bozella |
| Cooper & Ulrich Inc. | Mike Tomianovich | [MI] | 248-674-1006 | 248-874-1088 | 3011 St. Jude, Waterford, MI 48379 | Richard Ulrich |
| Creative Mortgage Consultants, LLC | Mike Tomianovich | [MI] | 810-742-7234 | 810-742-9970 | 1080 Creekwood Trail, Burton, MI 48009 | Alan Lucia |
| Cross Mortgage LLC | Jim Blair | [MI] | 616-261-1850 | 616-261-1850 | 4301 Canal SW, Suite 200, Grandville, MI 49418 | Barbara Ewing |
| Dalco Funding, LLC | Mike Tomianovich | [MI] | 248-784-3792 | 248-784-3290 | 21711 W. Ten Mile Rd., Southfield, MI 48275 | John Cross |
| Destination Home LLC | Mike Tomianovich | [MI] | 810-732-1338 | 810-732-2246 | (G-5265 W. Pierson Rd., Flushing, MI 48433 | Carl Dalloc |
| Direct Financial Services Corporation | Mike Tjalf B. | [MI] | 248-856-5671 | 248-856-5670 | 6775 City Rd., Suite 104, West Bloomfield, MI 48322 | Brian Birchmeier |
| Direct Lending Inc. (branch office) | Steve Rubin | [FL] | 850-465-9666 | 850-465-9672 | 945 West Michigan Ave., Suite 12B, Pensacola, FL 32501 | Phylestra Baldwin |
| Direct Lending Partners, LLC | Mike Tomianovich | [MI, FL, IN, CO, AK] | 734-422-0726 | 734-422-0725 | 32900 Five Mile Rd., Livonia, MI 48154 | Gus Shukreich |
| Diversified Mortgage Finance Inc. | Steve Rubin | [FL] | 727-210-1405 | 727-486-6344 | 601 Cleveland St., Suite 501, Clearwater, FL 33755 | Jeff Rothkiss |
| Dibe Stone's Mortgage Group Inc. | Jim Blair | [FL] | 574-985-0811 | 574-985-0800 | 1901 E. Michigan Ave., Lansing, MI 48912 | Christen Galbraith |
| Dreamerica Mortgage, Inc. | Mike Tomianovich | [MI, IN] | 616-248-1859 | 616-248-1853 | 18531 W. Benards Dr., Livonia, MI 48159 | Dixie Stone |
| Dreamerica Mortgage, Inc. | Mike Tomianovich | [MI, IN] | 650-518-4771 | 733-935-9154 | 5645 Nilson St., Fitchburg, IL 63771 | Jeffery Anderson |
| Dreamerica Mortgage, Inc. | Mike Tomianovich | [MI, IN] | 815-483-9146 | 830-862-1611 | 3701 Alonso St., Rolling Meadows, IL 60068 | Erica Peleason |
| Dreamerica Mortgage, Inc. (main office) | Mike Tomianovich | [MI, IN] | 815-834-9443 | 815-834-9440 | 102 S. State St., Lockport, IL 60447 | Jeffery Anderson |
| Dynamica Financial, Inc. | Mike Tomianovich | [FL] | 616-454-9332 | 616-454-9330 | 146 Monroe Center, Suite 1210, Grand Rapids, MI 49503 | Dennis Kenan |
| Dynamic Mortgage Solutions | Ben Griffin | [FL] | 407-795-3807 | 407-848-9452 | 2117 Shykor Street, Orlando, FL 32805 | Saint James Charles |
| Eastern Home Financial Group LLC | Jeff Becker | [FL] | 407-718-0751 | 407-718-0751 | 215 Vernon Ave., Kissimmee, FL 34741 | Natasha Dolson |
| Easy Loans | Jim Blair | [MI] | 954-301-5701 | 954-733-8865 | 3133 W. Commercial Blvd., Ft. Lauderdale, FL 33307 | Irma Udovichenko |
| Encore Mortgage Enterprises Inc. | Jim Blair | [MI, FL, IN] | 248-760-3493 | 248-760-3493 | 25960 Greenfield Rd., Suite 507, Oak Park, MI 48237 | Judy Palmer |
| Equity Consultants | Jim Blair | [MI] | 727-531-3297 | 727-538-9295 | 1000 S. Beekler Rd., #E-12, Largo, FL 33771 | Paula Hartman |
| Equity Mortgage Funding Inc. | Mike Tomianovich | [MI, FL] | 800-460-4196 | 830-659-6000 | 46 Monroe Center, Suite 1210, Grand Rapids, MI 49503 | Roko Marlich |
| Excel Mortgage Network Inc. | Mike Tomianovich | [FL] | 586-756-7972 | 586-757-7200 | 26848 VanDyke, Centerline, MI 48106 | Slephen Bushan |
| Executive Mortgage of FL, LLC | Jim Blair | [FL] | 813-254-1910 | 813-254-1905 | 3413 E. Frontage Rd., Tampa, FL 33607 | Alan Doner |
| Family First Mortgage Corp. aka Family Home Lending Corp. | Jim Blair | [MI] | 989-671-3535 | 988-671-3500 | 100 W. Midland St., Bay City, MI 48706 | Elaine Costa |
| Federal Mortgage Corp., Inc. | Mike Tomianovich | [MI, FL] | 368-845-9289 | 368-246-6965 | 33 Old Kings Rd. N., Suite 1, Palm Coast, FL 32137 | Jeffrey Gates |
| Fidelity Mortgage Company, Inc. | Ron Respondak | [MI] | 248-738-3865 | 248-738-4299 | 3297 Orchard Lake Rd., Keego Harbor, MI 48320 | Terry D. Lewis |
| Financial Lenders LLC | Jim Blair | [MI] | 248-932-4060 | 248-932-4060 | 7001 Orchard Lake, Suite 332, West Bloomfield, MI 48322 | Steven Montoni |
| First Alliance Mortgage Inc. the dba of First Alliance Group & Assoc., Inc. | Mike Tomianovich | [FL] | 588-558-8969 | 588-558-8982 | 2101 Jersey Ave., St. Cloud, FL 34769 | M. Cindy McGrath |
| First Class Mortgage, Inc. | Mike Tomianovich | [MI] | 654-771-5389 | 654-771-5262 | 11300 4th Street N., Suite 150, St. Petersburg, FL 33716 | Richard Mecchia |
| First Class Mortgage, Inc.-Branch Office | Mike Tomianovich | [MI] | 588-477-4747 | 588-228-7550 | 47010 Woodberry Estates Dr., Macomb, MI 48044 | Elaine Costa |
| First Community Mortgage Services of Livonia, Inc. | Mike Tomianovich | [MI] | 586-477-4747 | 586-228-7550 | 603 N. W. Illinois Rd., Macomb, MI 48044 | Peter Makowicki |
| First Financial Funding | Mike Tomianovich | [FL] | 734-432-8551 | 734-432-5895 | 33045 Hamilton Cl., Suite W108, Farmington Hills, MI 48336 | Jeffery Steffens |
| First Horizon Home Loan Corp. | Jim Blair | [MI] | 407-892-8010 | 407-892-8010 | 1320 Jersey Ave., St. Cloud, FL 34769 | Gary Malls |
| First Horizon Home Loan Corp. | Mike Tomianovich | [MI, FL, IN, OH, AK] | 800-433-1710 | 800-433-1710 | 11300 4th Street N., Suite 150, St. Petersburg, FL 33716 | Robert Bellgraph |
| First Magnus Financial Corporation (branch) | Mike Tomianovich | [MI, FL, IN, CO, AK] | 214-441-5592 | 214-441-5500 | 4900 Horizon Way, Irving, TX 75063 | Frank Krohe |
| First Magnus Financial Corporation (main office) | Mike Tomianovich | [MI, FL, IN, CO, AK] | 616-464-341 | 616-464-340 | 2305 East Paris Ave., SE, Suite 201, Grand Rapids, MI 49503 | M. Aaron Gerstak |
| First Mortgage of Michigan the dba of We are Finance Corp | Mike Tomianovich | [MI, CO] | 248-361-5247 | 248-738-1002 | 33045 Hamilton Cl., Suite W108, Farmington Hills, MI 48336 | Robert Bellgraph |
| First Principal Mortgage | Mike Tomianovich | [MI] | 616-828-0337 | 616-940-975 | 7360 Hammond Ave SE, Caledonia, MI 49316 | Robert Bellgraph |

| | | | | | | | | | |
|---|--|-------------------|------------------------|--------------|-----------------------------------|--|------------------------------|------------------|---------------------|
| First United Inc. | | Maureen Mayer | FL | 813-223-9408 | 813-225-5119 | 4345 Bayside Village Dr., Suite 203 | Tampa, FL | 33615 | Michael Candito |
| Five Star Mortgage, Inc. | | Jim Blair | FL | 561-845-5580 | 1001 W. Jasmine Dr., #F | Lia Park, FL | 33403 | Carol Jennings | |
| Florida Executive Lending, Inc. | | Maureen Mayer | FL | 813-653-0193 | 813-662-5363 | 2228 Lithia Center Lane, Valrico, FL | 33594 | Kevlin Kennedy | |
| Freedom Financial Mortgage Corporation of Michigan | | Jim Blair | MI | 231-933-5667 | 2506 S. Crossings Circle, Suite B | Traverse City, MI | 49686 | Brian Miles | |
| Freedom Financial Mortgage Lending, LLC | | Mike Tomianovich | MI, FL | 810-695-4550 | 810-693-2100 | 8145 S. Saginaw St., Suite B | Grand Blanc, MI | 48439 | Amber Sabo |
| Freedom First Financial Solutions, LLC | | Jim Blair | MI | 248-563-0140 | 248-663-0542 | 23100 Providence Dr., Suite 230 | Southfield, MI | 48075 | Sonyelle McMillian |
| Frontier R & B Corp. | | | FL | 305-252-7708 | 305-252-7750 | 15715 S. Dixie Hwy #310 | Miami, FL | 33157 | Ben Jarid |
| G.L. Glemon Mortgage Company | | Tim Schafer | FL | 911-52-7291 | 911-73-3383 | 4422 5th Street W. | Bradenton, FL | 34207 | George Clemmons |
| Geleway Mortgage Group, LLC | | Steve Rubin | MI, FL, IN, CO, AK | 918-359-1291 | 918-712-5000 | 6910 E. 14th St. | Tulsa, OK | 74112 | J. Kevin Still |
| Global Mortgage, Inc. | | Jim Blair | MI, FL, IN, OH, AK, CO | 810-664-3151 | 808-528-2292 | 1440 Venetian Circle, Clearwater, FL | 33760 | Simon Dinh | |
| Goldside Mortgage the dba of Crossroads Mortgage LLC | | Jim Blair | MI | 810-664-3115 | 810-664-2100 | 1775 W. Genesee, Lappeer, MI | 48446 | Art Fallon | |
| Goldside Mortgage the dba of Crossroads Mortgage LLC | | Mike Tomianovich | MI | 248-644-8779 | 248-644-8771 | 2155 Butterfield Dr., Suite 100 | Troy, MI | 48084 | Tim Rutherford |
| Good Faith Financial the dba of Star First, LLC | | Pam McNabb | MI, FL | 596-532-0700 | 596-532-0600 | 14460 Lakeside Circle, Suite 180 | Sterling Heights, MI | 48334 | Sal Kesto |
| Great Lakes Mortgage Funding, Inc. | | Mike Tomianovich | MI, FL | 734-362-8082 | 734-362-8080 | 2363 W. Jefferson Ave., Suite 207 | Trenton, MI | 48133 | Grant Holmes |
| Great Lakes Mortgage Services Corp./the Coast to Coast Finance Services | | Steve Rubin | FL | 305-826-0130 | 305-826-0110 | 8049 NW 155 St. | Miami Lakes, FL | 33165 | Tim Williams |
| Green Island Mortgage Corp. | | Mark Sanger | MI | 616-988-1526 | 616-988-1522 | 3950 Bradmoor Ave., Grand Rapids, MI | 49512 | Marilyn Pinheiro | |
| Green Tree Funding Corp. | | Mike Tomianovich | MI, FL | 248-594-7695 | 248-594-7582 | 22493 Bayview Dr., S. | Claire Shores, MI | 48081 | Christine Wiser |
| Guaranteed Mortgage Consultants, Inc. | | Theresa Bovensied | MI, FL | 248-594-7685 | 248-594-7685 | 3893 Telegraph Rd., Suite 200 | Bluffton Hills, MI | 48302 | Louis Bitto |
| H and H Mortgage Solutions, Inc. | | Mike Tomianovich | FL | 866-347-0145 | 866-840-9039 | 12505 Orange Dr., Suite 904 | Davie, FL | 33330 | Maria Hernandez |
| Hanwell Mortgage Company | | Lori Ann Ladd | MI | 248-873-1810 | 248-673-1300 | 4195 Pontiac Lake Rd. | Watertown, NY | 48328 | Robert Baxter |
| Heritage Mortgage Corporation of SW Florida | | Nike Tomianovich | MI, FL, IN, OH | 816-912-7804 | 816-942-9722 | 1580 East Bellline St., Grand Rapids, MI | 49506 | Jay Ranjag | |
| Hinckland Financial | | Mike Tomianovich | FL | 941-627-8013 | 941-627-2277 | 1034-C Familiy Trail, Port Charlotte, FL | 33982 | Allison Barnes | |
| Holiday Lending, LLC | | Paity Malone | FL, CO | 407-380-7667 | 407-380-7566 | 1773 Longwood Lake Mary Rd., Suite 1007 | Lake Wales, FL | 33801 | Paulson Taylor |
| Home Funding Solutions, Inc. | | Mike Tomianovich | MI | 248-928-0144 | 248-928-0144 | 1015 Livermols, Suite 300 | Troy, MI | 48083 | Patricia Lopez |
| Home Lending Ave. | | Mike Tomianovich | FL | 321-206-0555 | 407-738-0995 | 13121 Zon Land, Windermere, FL | 32786 | David Kebabitis | |
| Home Mortgage of MI Inc. (branch office) | | Mike Tomianovich | MI | 248-449-9362 | 248-449-9700 | 43000 W. Nine Mile Rd., Suite 305 | Novi, MI | 48375 | Frederic Badier |
| Home Mortgage of MI Inc. (branch office) | | Mike Tomianovich | MI | 313-359-5577 | 313-359-5568 | 5054 Lafayette, Dearborn Heights, MI | 48127 | Kamran Salemi | |
| Home Mortgage Services, Inc. | | Maureen Mayer | FL | 613-229-0238 | 305-588-3913 | 1500 Tech Row, North Miami Beach, FL | 33162 | Abraham Darwishi | |
| Home Mortgage Source | | Jim Blair | MI | 517-702-9999 | 813-229-9700 | 101 E. Kenneth Blvd., Suite 104 | Tampa, FL | 33602 | Alfred Eastburn III |
| Homestead Mortgage Group, Inc. | | Steve Rubin | FL | 772-484-0309 | 772-484-0305 | 805 E. Michigan Ave., Lansing, MI | 48912 | Dina Schmidt | |
| Honor Mortgage LLC | | Ron Respondek | MI | 248-632-6992 | 386-19-2708 | 460 Summer Dr., Ft. Pierce, FL | 34945 | Nichole Huminski | |
| ICM Financial, Inc. | | Jim Blair | FL | 772-426-7984 | 772-288-9070 | 901 SW Martin Downs Blvd., #115 | Palm City, FL | 34909 | Larry Fann |
| Infiniity Financial Group, Inc. | | Paity Malone | MI | 517-35-0617 | 517-351-0000 | 3400 Firetree Rd., Suite 104 | Lansing, MI | 48911 | Michael Kiraly |
| Infintiy Mortgage Co. | | Mike Tomianovich | MI | 248-357-5823 | 248-357-5248 | 20300 Civic Center #304 | Southfield, MI | 48076 | Michael Szalanski |
| Infintiy Mortgage Express, Inc. | | Paity Malone | FL | 407-389-1641 | 407-389-1477 | 151 South Wyntre Rd., Suite 510 | Altamonte Springs, FL | 32719 | Eddie Bauer III |
| Inter-Lake Mortgage Company | | Jim Blair | MI | 616-534-1512 | 616-534-3104 | 1560 Woodhill Ct. SW | Grand Rapids, MI | 49509 | Maisie Seck |
| International Finance, Inc. | | Sieve Rubin | IN | 317-570-9166 | 317-570-9164 | 6801 Lake Plaza Dr., Suite C-301 | Indianapolis, IN | 46224 | Darren Snow |
| International Finance Corp. the dba of Hanson's Home Finance | | Jeff Becker | MI | 248-720-3202 | 248-720-3200 | 1000 Tech Row | Madison Heights, MI | 48071 | Christopher Hoehn |
| J Culm Mortgage | | Jim Blair | MI | 616-675-0719 | 616-676-0455 | 46 Honey Creek, NE, Ada, MI | 49301 | Bart Sanit | |
| Jonna Finance | | Jim Blair | MI, FL | 248-483-5407 | 248-483-5406 | 7498 Pebble Lane, West Bloomfield, MI | 48322 | Darin Elias | |
| K2 Lending Inc. | | Mike Tomianovich | CO | 866-431-1945 | 303-952-0001 | 5990 Greenwood Plaza Blvd. #105 | Englewood, CO | 80111 | Vickie McDonald |
| Key Group, Inc. | | Mike Tomianovich | MI | 734-468-1322 | 734-469-8600 | 188 N. Main Street | Plymouth, MI | 48170 | William Andy |
| Kingdom Mortgage LLC the dba of Kingdom First LLC | | Paity Malone | FL | 407-332-9008 | 407-332-9007 | 1500 Cranberry Woods Blvd., Suite 2230 | Allamore Springs, Barrie, ON | N5L 2B7 | Julio Gonzalez |
| Lakewood Home Finance Inc. | | Mike Tomianovich | MI, FL | 231-348-9730 | 231-348-9740 | 501 W. Mitchell, Suite 4, | Petosky, MI | 49770 | Tom Sherman |
| Lakewood Home Finance, Inc. (branch office) | | Mike Tomianovich | MI, FL | 269-968-4763 | 269-968-4753 | 155 Fremont St., Battle Creek, MI | 49017 | John M. Rogers | |
| Liberty Alliance Mortgage Inc. | | Scott Trowbridge | FL | 616-301-1450 | 2627 E. Bellline SE, Suite 310 | Grand Rapids, MI | 49546 | Robert Bradt | |
| Liberty Home Loans, Inc. | | Mike Tomianovich | CO | 305-691-0077 | 305-581-0005 | 720-B South Park Dr., Suite 103 | Lafayette, CO | 80026 | Tom Sherman |
| Lighthouse Equity Funding, Inc. | | Kristen Hillman | FL | 813-433-0435 | 727-709-7550 | 3452 Seminar Dr., Holiday, FL | 34651 | John M. Rogers | |
| M & R Mortgage Services, Inc. | | Paity Malone | FL | 386-775-0930 | 386-774-5115 | 123 N. Industrial Dr., Suite A | Orange City, FL | 32763 | Robert Bradt |

| | | | | | | |
|--|-------------------|--------|--------------|---|---|---------------------|
| Main Street USA Mortgage Inc. | Jim Blair | FL | 407-422-2120 | 407-352-3500 | 1516 E. Colonial Dr. #101 Orlando FL 32803 | Alan Randal |
| Maksar Mortgage Group | Mike Tomianovich | MI, IN | 866-230-3212 | 616-827-1287 | 116 Campau Circle NW, Grand Rapids, MI 49503 | Chico Obando |
| Mandarin Financial, Inc. | Mike Tomianovich | FL | 869-867-2851 | 363 SW Baya Dr., Suite 104, Lake City, FL 32025 | Faye Barth | |
| Marco Mortgage Corporation | Mike Tomianovich | MI | 866-746-7737 | 585-446-7750 | 406001 Yan Dyke, Suite 16, Sterling Heights, MI 48313 | Ethan Frachsel |
| Millenia Financial Group, LLC | Ron Respondek | FL | 866-124-5322 | 380-755-9000 | 163 SW Midtown Pl., Suite 105, Lake City, FL 32025 | Jeremy Morris |
| MMS Mortgage Services LTD | Jim Blair | MI, OH | 248-553-6940 | 248-788-0800 | 38275 Six Twelve Mile Rd. #100, Farmington Hills, MI 48336 | Pat Collins (K-775) |
| MoneyQuest Lending, aka MoneyStar Mortgage | Ben Griffin | FL | 810-728-0506 | 407-354-5559 | 5728 Major Blvd, Suite 607, Orlando, FL 32819 | William Tryon III |
| Monquest, LLC | Ben Griffin | FL | 407-644-3324 | 407-644-2298 | 520 N. Orlando Ave., Suite 1, Winter Park, FL 32789 | Philip Buckley |
| Mortgage Concepts of Fl., Inc. the dba of Conceptual Mortgages of Fl, Inc. | Ben Griffin | FL | 352-261-6858 | 352-261-6858 | 7750 SW 80th Ave., Suite B, Ocoee, FL 34716 | Elizabeth Billbrey |
| Mortgage Savers, Inc. | Mike Tomianovich | FL | 407-596-3214 | 407-596-3214 | 580 W. Fairbanks Ave., Suite 4, Winter Park, FL 32789 | Ricardo Grant |
| Mortgage Ease Inc. | Mike Tomianovich | FL | 238-543-1060 | 239-543-4088 | 3361 Tamiami Trail N., Naples, FL 34103 | Mary Ellen Brehart |
| Mutual Mortgage Financial Corp [branch] | Mike Tomianovich | FL | 813-872-7970 | 813-988-2875 | 1300 West Cypress St., # 775, Tampa, FL 33607 | Oscar Melendez |
| Mutual Mortgage Financial Corp [branch] | Mike Tomianovich | FL | 813-808-0616 | 813-808-0639 | 14502 N. Dale Mabry Hwy., Suite 2-33, Tampa, FL 33617 | Julieith Frencher |
| N1 Stop Mortgage, LLC | Jim Blair | MI | 877-233-2859 | 246-356-9088 | 26877 W. 12 Mile Rd., Southfield, MI 48034 | Crystal Gunn |
| Nationals Funding Co., LLC | Jeff Becker | MI | 586-775-8000 | 26333 Jefferson, St. Clair Shores, MI 48081 | Scott Ornen | |
| Nationwide Mortgage Consultants Inc. | Dawn Hurst | FL | 407-792-4922 | 407-986-9858 | 1801 E. Colonial Dr., Suite 101, Orlando, FL 32805 | Orlando Probie |
| NGC Mortgage Corp. | Jim Blair | FL | 984-354-5638 | 904-355-5338 | 822 A Phillip Randolph Blvd., Jay, FL 32206 | Nichelle Gillyard |
| New Horizon Mortgage Group, LLC | Mike Tomianovich | FL | 610-471-0623 | 570-722-2904 | 18 Spotskins Rd., Abita Springs, LA 70420 | Tony Gonzalez |
| Nu Lending | Patty Malone | FL | 813-726-3527 | 813-988-3275 | 5007 East Parade St., Tampa, FL 33617 | Boobie Peal |
| Oakwood Mortgage Corp. | Mark Sanger | FL | 407-229-2276 | 407-229-2218 | 636 Virginia Dr., Orlando, FL 32803 | John Mansilla |
| Olympia Mortgage Trust Inc. | Mike Tomianovich | CO | 239-843-5654 | 239-843-5626 | 4100 Corporate Sq., Suite 135, Naples, FL 34101 | Leo Faiz |
| Opie, Inc. | Jim Blair | CO | 303-766-0288 | 303-284-3410 | 776 S. Dopewy St., Lakewood, CO 80226 | Richard Corneali |
| Quelent Mortgags, LLC | Tim Schaefer | FL | 303-228-1624 | 7867 E. Believer, Suite 1100, Englewood, CO 80111 | Shan Jefferson | |
| Qon Residenital Finance, LLC | Jim Blair | MI, FL | 813-868-1420 | 601 Bayshore Blvd., Suite 850, Tampa, FL 33606 | Oliver Offick | |
| Pacor Mortgage Corp. dba Lake Factor Home Mortgage | Ben Griffin | FL | 773-981-7510 | 800-791-2107 | 3001 W. 111th St., Chicago, IL 60655 | Randy Papp |
| Parlott Mortgage Company, Inc. dba PMC Lending | Jeff Becker | MI | 407-712-6105 | 407-571-3800 | 23011 Matland Center Parkway, Suite 460, Matland, FL | Richard Corneali |
| PCM Mortgage Solutions, Inc. | Tim Schaefer | FL | 986-249-8975 | 909-248-6950 | 5580 State St., Suite 6, Saginaw, MI 48603 | Gregory Hayn |
| PC Processing & Loan Inc. | Steve Rubin | FL | 813-643-9841 | 813-654-0719 | 1104 N. Parisis Ave., Suite E, Brandon, FL 33510 | Parthen Clark |
| Papago First Lending LLC | Jim Blair | MI | 407-822-9818 | 407-29445600 | 701 Park Center Drive, Orlando, FL 32835 | Jim Stone |
| PierPoint Mortgage, LLC | Jim Blair | MI | 231-737-9833 | 231-737-9911 | 2351 Henry St. #B, Muskegon, MI 49441 | Shannon Swartz |
| Firecrest Mortgage, LLC | Jim Blair | MI | 248-816-2874 | 248-816-2882 | 570 Kins Blvd., Suite 211, Troy, MI 48084 | David Ross |
| Precise Mortgage Funding Corp. | Mike Tomianovich | MI | 816-956-2800 | 616-956-9500 | 2401 Camelot Ct. SE, Suite M, Grand Rapids, MI 49546 | Eric Wendlandt |
| Premier Financial Workplaco, LLC | Ben Griffin | FL | 775-871-0773 | 321-951-7725 | 2550 Palm Bay Rd. NE, Suite 104, Palm Bay, FL 32808 | Solomon Mitchell |
| Premier Mortgage Lending LLC | Jennifer Walling | MI | 566-803-0311 | 586-803-0800 | 24140 N. 25th St., Suite 294, Miami, FL 33134 | Julie Krumholz |
| Prestige Lending & Investment Group, Inc. | Steve Rubin | FL | 305-418-3891 | 7500 NW 25th St., Suite M, Ft. Lauderdale, FL 33372 | Mariana Sanchez | |
| Priime Point Mortgage, LLC | Theresa Bovensiep | MI | 734-427-4200 | 734-427-4100 | 27832 Ford Rd., Suite 200, Garden City, MI 48135 | Andy Salama |
| Principle Mortgage LLC | Mike Tomianovich | MI | 800-319-3331 | 616-935-5800 | 2020 Raynbrook Ave SE, Suite 102, Grand Rapids, MI 49506 | Gary Hall |
| Progressive Mortgages 2000 Inc. | Jim Blair | FL | 352-624-1189 | 352-624-1179 | 2317 Hwy 44 W, Ivanna, FL 34453 | Curt Francis |
| Ramim and Hollier Financial | Jeff Becker | MI | 248-539-5063 | 248-616-7325 | 32750 Northwestern Hwy, Farmington Hills, MI 48334 | Carl J. Ramim |
| Realty Financial LLC | Jeff Becker | CO | 303-655-1747 | 303-655-1746 | 14850 Hanover St., Brighton, CO 80602 | David Burke |
| Reed Stewart Mortgage Services, LLC | Mike Tomianovich | MI, FL | 616-865-9512 | 616-932-9511 | 231 W. Saginaw Hwy., Suite 316, Lansing, MI 48917 | Keith Moore |
| Reliable Mortgage Solutions, LLC | Lori Ann Laad | MI | 246-534-3811 | 246-534-3800 | 7127 Ephraim, West Bloomfield, MI 48322 | Steven Monten |
| Rockwell Mortgage the dba of Ron Simpson & Assoc's. | Sesilee Smith | MI | 248-565-2844 | 248-565-2205 | 25130 Southfield Rd., Suite 100, Southfield, MI 48075 | Ronald Simpson |
| Royal Mortgage, Inc. | Mike Tomianovich | MI | 248-564-4409 | 248-564-4400 | 110 South Blvd., W. #200, Rochester Hills, MI 48307 | Michael Gordon |
| Royal Investors Group, Corporation | John Cultran | FL | 305-597-5588 | 305-597-5511 | 3900 NW 79 Ave., Suite 810, Miami, FL 33166 | Nelson Vargas |
| Ryder Mortgage Inc dba L.A. Mortgage and Leasing | Mike Tomianovich | MI | 248-471-0338 | 248-471-0085 | 19500 Middlebelt Rd., Suite 350W, Livonia, MI 48152 | Michael Hargigan |
| Security Mortgage Corp dba Baron & Assoc. | Mike Tomianovich | MI, CO | 806-262-0156 | 248-846-0955 | 34705 W. 12 Mile Rd., Suite 327, Farmington Hills, MI 48336 | Howard Barron |
| Si Mortgage Company dba Sister Mortgage Company | Mike Tomianovich | FL | 407-863-4143 | 8088414238 | 15160 Otto Rd., Shelby Twp., MI 48316 | Rajeev Gandhi |
| Smooth Capital Mortgage, Inc. | Patty Malone | MI | 248-536-9225 | 248-536-4224 | 107 Wekiva Springs Rd., Suite 241, Longwood, FL 32750 | Justin Tima |
| Source One Mortgage Corp. dba Home Mortgage and Loan Corporation | Mike Tomianovich | MI, FL | 366-912-1244 | 366-912-1234 | 33604 W., Eight Mile Rd., Farmington, MI 48335 | Dan Wicker |
| Star Mortgage Incorporated | Jeff Becker | IN | 812-858-5495 | 812-858-5495 | 8988 Fullan Lane, Newburgh, IN 47630 | A. Joseph Sapienza |

| Strategic Lenders | | | |
|--|----------------|------------------------------------|--|
| Superior Mortgage Group, LLC | MI | 734-521-02001 | 37455 Schoolcraft, Livonia, MI 48150 |
| The Cambridge Financial Group LLC | FL, CO | 813-920-6874 | 4919 Memorial Highway, Suite 200, Tampa, FL 33634 |
| The Home Mortgage Pros LLC | MI | 928-233-8170 | 2412 Monroe Center NW, Suite 404, Grand Rapids, MI 49503 |
| The Leader & Associates, LLC | MI, FL, IN | 616-235-8600 | 77 Monroe Center NW, Suite 404, Grand Rapids, MI 49503 |
| The Mortgage Force, Inc. | MI | 247-471-1791 | 20793 Farmington Rd. #15, Farmington Hills, MI 48336 |
| The Mortgage Force, Inc. (Branch) | MI | 586-979-3846 | 37777 Mound Rd, Sterling Heights, MI 48313 |
| The Premiera Mortgage Corp. | FL | 305-868-5059 | 1550 S. Dixie Hwy., Suite 216, Coral Gables, FL 33146 |
| The Prime Financial Group, Inc. | MI | 386-847-9878 | 2808 N. Fredrick Ave., Daytona Beach, FL 32114 |
| The Wilson Group, LLC | MI | 810-220-0700 | 218 E. Grand River, Brighton, MI 48116 |
| Jeff Becker | MI, FL, IN, CO | 248-644-5551 | Beverly Smith |
| Jeff Blair | FL | 321-238-0134 | Mary Niffin |
| Jeff Becker | FL | 407-851-2655 | Maurice Wilson |
| Mike Tomianovich | MI, FL, IN | 517-955-4977 | Aaron Reck |
| Ron Respondek | FL | 954-434-0883 | Timothy Baise |
| Mike Tomianovich | FL | 561-416-7270 | Xomrin Ibarlucea |
| Jim Blair | FL | 239-333-1901 | Kathleen Tortasso |
| Jim Blair | FL | 407-482-9189 | Baltzar Sarabia |
| Jennifer Walling | OH | 937-292-7885 | Jose Casals |
| Mike Tomianovich | FL | 407-328-8346 | Judy Leesancy |
| Mike Tomianovich | MI | 231-749-2616 | John Loure / Jacob Lockington |
| Ben Griffin | FL | 407-931-1924 | Rob Garrison |
| Steve Rubin | FL | 407-931-2808 | Chris Wilson |
| Mike Tomianovich | OH | 941-207-2276 | Dennis Vaughn |
| Ron Respondek | FL | 941-951-0487 | Jon Spanoler |
| Jim Blair | MI | 206-203-3707 | Michael Edelstein |
| Steve Rubin | FL | 517-926-2311 | Christopher Mendez |
| Unibecht Management | | | Cameron Chaplin |
| US Financial Group of Ohio, LLC | CO | 407-650-3048 | Clyde Watson |
| USA Mortgage Corp. (Ilo dba of USA South Mortgage Corp.) | CO | 303-292-4843 | Al Sherman |
| Union Financial Consultants LLC | CO | 303-524-1387 | Michael Whelan |
| Watertown Financial Group, Inc. | CO | 303-225-7677 | Lisa Willis |
| Watson & Co., LLC | MI | 303-756-8202 | Jaredy Cormican |
| Westex Financial, Inc. | CO | 734-421-9965 | Greg Grube |
| Whelan Inc. | CO | 239-938-6126 | Darrel Allison |
| Wells Howard | CO | 303-285-0018 | Antonio Sticker |
| Wesco Funding LLC | CO | 100 E. 26th Ave., Denver, CO 80205 | |
| Wolverine Finance & Mortgage Services, Inc. | CO | 303-871-5714 | |
| World Trust Lending, Inc. | MI | 303-758-8200 | |
| Your Lender For Life, Inc. | MI | 734-523-9347 | |
| | MI | 248-795-9691 | 239-938-5709 |
| | MI | 248-795-9690 | 19765 W. 12 Mile Rd. #146, Southfield, MI 48076 |

Exhibit D

018-7111/929354v2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DB STRUCTURED PRODUCTS, INC., : X

07 Civ. 4119 (DC)
ECF case

Plaintiff, : :

– against – : :

LENDER LTD., : :

ANSWER TO
THIRD-PARTY COMPLAINT

Defendant/Third-Party Plaintiff, : :

– against – : :

CML DIRECT, INC. d/b/a CREATIVE
MORTGAGE LENDING, : :

Third-Party Defendant. : X

Third-party defendant CML Direct, Inc. ("CML Direct") answers the third-party complaint as follows:

1. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraph 1 of the third-party complaint and refers to the records of this court for their contents.

Answering "Jurisdiction And Venue"

2. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraphs 2 and 3 of the third-party complaint and refers questions of law to the court.

Answering "Parties"

3. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraph 4 of the third-party complaint.

4. CML Direct denies paragraph 5 of the third-party complaint and admits that it is a Michigan corporation and that it has an office at 26555 Evergreen Road, Suite 810, Southfield, Michigan.

Answering "Facts"

5. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraph 6 of the third-party complaint.

6. CML Direct denies paragraph 7 of the third-party complaint and refers to the IOC Agreement for its contents.

7. CML Direct denies paragraphs 8 through 10 of the third-party complaint.

8. CML Direct denies paragraphs 11 and 12 of the third-party complaint and refers to Exhibit B thereto for its contents.

9. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraph 12 of the third-party complaint .

10. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraphs 13 and 14 of the third-party complaint.

11. CML Direct denies paragraph 15 of the third-party complaint and refers to Exhibit E thereto for its contents.

12. CML Direct lacks knowledge or information sufficient to form a belief as to the truth of paragraph 16 of the third-party complaint .

13. CML Direct denies paragraphs 17 and 18 of the third-party complaint.

First Affirmative Defense

14. Exhibit B to the third-party complaint was signed neither by John Sanger nor by anyone authorized by John Sanger or by CML Direct to sign John Sanger's name.

15. Neither John Sanger nor anyone at CML Direct with authority to cause CML Direct to assume Lender Ltd.'s liability to plaintiff ever discussed or authorized that assumption of liability or discussed that assumption of liability with Lender Ltd.

16. The signature for CML Direct on Exhibit B is an unauthorized signature or it is a forgery.

Second Affirmative Defense

17. The Assignment and Assumption agreement attached as Exhibit B to the third-party complaint was not intended to include, did not and does not include an undertaking by CML Direct to assume the obligations of Lender Ltd. to plaintiff.

18. Upon information and belief, the schedule of loans attached to the Assignment and Assumption agreement was inserted therein without the knowledge or approval of CML Direct.

19. The third-party claim is barred by fraud or fraud in the execution.

Third Affirmative Defense

20. Assuming for the sake of argument that Lender Ltd. and CML Direct entered into an agreement in the form attached to the third-party complaint as Exhibit B,

nothing in that agreement provides that CML Direct assumed responsibility for Lender Ltd.'s obligations to plaintiff, including but not limited to Lender Ltd.'s obligation to repurchase from plaintiff loans which went into default within the first ninety days, nor did CML Direct intend to assume that obligation.

21. Neither CML Direct nor Lender Ltd. discussed or negotiated the potential liability of CML Direct to plaintiff under the loans listed on the schedule to Exhibit B.

Fourth Affirmative Defense

22. CML Direct received no consideration for assuming Lender Ltd.'s obligations to plaintiff.

23. The third-party claim is barred by lack of consideration.

Fifth Affirmative Defense

24. The third-party claim is barred by mistake.

Sixth Affirmative Defense

25. The third-party claim is barred by the statute of frauds.

Seventh Affirmative Defense

26. Upon information and belief, damages are overstated in that one or more of the loans alleged to be in default have been foreclosed, or have resumed payment, or payments made on behalf of the borrowers were sent to the wrong address or credited incorrectly.

Eighth Affirmative Defense

27. The third-party claim is barred by unclean hands.

Ninth Affirmative Defense

28. The court lacks personal jurisdiction over CML Direct.

Tenth Affirmative Defense And Demand For Arbitration

29. Article VIII of the "Employment Terms And Conditions" of the IOC Agreement, at 11, states in relevant part:

Any dispute arising between the parties regarding the terms of this IOC Agreement . . . shall be submitted for binding arbitration with the office of the American Arbitration Association serving the Metropolitan Detroit area. Any decision, judgment or ruling resulting from such arbitration may be submitted to and entered as a judgment in an appropriate Circuit Court in the State of Michigan.

30. Article IX of the same section of the same agreement provides in relevant part:

Any dispute arising between the parties regarding the terms of this IOC Agreement . . . shall be submitted for binding arbitration with the office of the American Arbitration Association serving the Metropolitan Detroit area. Any decision, judgment or ruling resulting from such arbitration may be submitted to and entered as a judgment in an appropriate Circuit Court in the State of Michigan.

31. The claim in the third-party complaint is arbitrable under the foregoing arbitration clauses.

32. CML Direct demands that Lender Ltd. dismiss the third-party action and commence arbitration pursuant to the IOC Agreement.

Eleventh Affirmative Defense

33. Plaintiff and Lender Ltd. have failed to mitigate their damages.

Dated: New York, NY
October 12, 2007

LESTER SCHWAB KATZ & DWYER, LLP
120 Broadway
New York, NY 10271
212 964-6611
Attorneys for Third-Party Defendant
CML DIRECT, INC.

s/

Dennis M. Rothman (dr-0384)

To:

Mark S. Kaufman, Esq.
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212 293-5556
Attorneys for Third-Party Plaintiff
LENDER LTD.

Richard F. Hans, Esq.
John P. Doherty, Esq.
THACHER PROFFITT & WOOD LLP
Two World Financial Center
New York, NY 10281
212 912-7400
Attorneys for Plaintiff
DB STRUCTURED PRODUCTS, INC.

Answers to Complaints

1:07-cv-04119-DLC DB Structured Products, Inc. v. Lender, Ltd.
CASREF, ECF, RELATED

U.S. District Court

United States District Court for the Southern District of New York

Notice of Electronic Filing

The following transaction was entered by Rothman, Dennis on 10/12/2007 at 12:40 PM EDT and filed on 10/12/2007

Case Name: DB Structured Products, Inc. v. Lender, Ltd.
Case Number: 1:07-cv-4119
Filer: CML Direct, Inc.
Document Number: 21

Docket Text:

ANSWER to Third Party Complaint. Document filed by CML Direct, Inc..(Rothman, Dennis)

1:07-cv-4119 Notice has been electronically mailed to:

John Patrick Doherty jdoherty@tpw.com, kcunningham@tpw.com

Richard Francis Hans , Jr rhans@tpw.com

Mark Samuel Kaufman kaufman@kaufmankahn.com

Brendan Ernest Zahner bzahner@tpw.com, mmuller@tpw.com

1:07-cv-4119 Notice has been delivered by other means to:

Kerry Ford Cunningham
Thacher Proffitt & Wood, LLP
Two World Financial Center
New York, NY 10281

The following document(s) are associated with this transaction:

Document description: Main Document

Original filename: n/a

Electronic document Stamp:

[STAMP_dcecfStamp_ID=1008691343 [Date=10/12/2007] [FileNumber=3895356-0] [4042829bd217db946663a6728d5eb34d53fbed8c9fbb54154ecb90fba7298979231bfa21860b2dfc4a188749570453c61feacf959c84404bef7128d674ec4cb2]]